

Exhibit A



Notice of Service of Process

null / ALL
Transmittal Number: 19389358
Date Processed: 02/20/2019

Primary Contact: Arnold D'Angelo
Zurich North America
1299 Zurich Way
Schaumburg, IL 60196-1056

Electronic copy provided to: Vicky Russell

Entity: Zurich American Insurance Company
Entity ID Number 2746725

Entity Served: Zurich American Insurance Company

Title of Action: Roberto Baptist vs. Zurich American Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Richmond City Circuit Court, VA

Case/Reference No: Not Shown

Jurisdiction Served: Virginia

Date Served on CSC: 02/19/2019

Answer or Appearance Due: Other/NA

Originally Served On: CSC

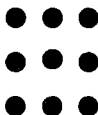
How Served: Regular Mail

Sender Information: Horace F. Hunter
804-780-1235

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com



HUNTER | EVERAGE

February 15, 2019

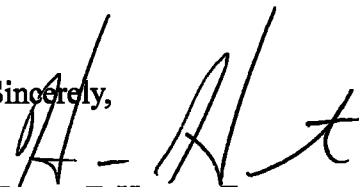
Zurich American Insurance Company
c/o Corporation Services Company
100 Shockoe Slip, Second Floor
Richmond, VA 23219

Re: Roberto Baptist v. Zurich American Insurance Company

To Whom It May Concern:

I am writing to confirm that I have been retained to represent Mr. Baptist in the above-referenced matter. Enclosed please find a copy of the Complaint that has been filed. Also please find Plaintiff's First Request for Admissions and Plaintiff's First Interrogatories to Defendant and First Request for Production of Documents.

If you have any further questions, please do not hesitate to contact my office.

Sincerely,

Horace F. Hunter, Esq.

Enclosure

PLEASE RESPOND TO VIRGINIA OFFICE

1800 Camden Road, Suite 104 | Charlotte, North Carolina 28203 | tel (704) 377-9157 | fax (704) 377-9160
217 East Clay Street | Richmond, Virginia 23219 | tel (804) 780-1235 | fax (804) 780-2355
www.hunter-everage.com

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

ROBERTO BAPTIST,

Plaintiff,

v.

**ZURICH AMERICAN INSURANCE
COMPANY;**

Defendant.

) **Case No.:**
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)
)

Serve at:

**Corporation Services Company
100 Shockoe Slip, Second Floor
Richmond, VA 23219**

COMPLAINT

COMES NOW the Plaintiff, ROBERTO BAPTIST, (hereinafter "Baptist") and moves for declaratory judgment against Defendant, Zurich American Insurance Company, (hereinafter "Zurich"), on the grounds set forth below:

1. On or about January 1, 2018, Baptist and Zurich entered into an occupational accident insurance contract (hereinafter "the policy"). (Exhibit 1). At that time, Zurich was duly licensed to provide insurance in the Commonwealth of Virginia and Baptist was a resident of the Commonwealth of Virginia.
2. At the time Baptist purchased the policy, he was an employee of Lasership, Inc. (hereinafter Lasership) and the purchase of the policy was a condition of employment.

3. The insurance contract provided, among other things, for the payment of certain sums of money to Baptist in the event Baptist was injured in a workplace accident. (See Exhibit 1). At all times relevant to this action, the policy was in effect.
4. On or about June 22, 2018, Baptist was involved in a workplace accident. To date, Zurich has failed to provide the sums of money payable under the policy after having been demanded by Baptist.

Bad Faith

5. Shortly after the workplace accident, Baptist made a demand for payment from Zurich pursuant to the policy. At that time, he was told that he could not receive payment of any benefits due and owing under the policy if he pursued a claim for benefits under the Virginia Workers' Compensation Act.
6. The policy is not a workers' compensation policy.
7. Zurich's failure to pay the benefits owing under the policy is not reasonable. In addition, Zurich is attempting to discourage Baptist from pursuing a claim under the Virginia Workers' Compensation Act because Zurich currently represents the employer who is the defendant in Baptist's workers' compensation claim.

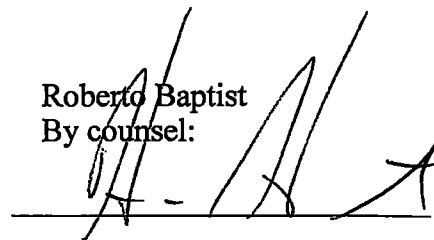
Breach of Fiduciary Duty

8. Zurich owes a fiduciary duty to Baptist to act in good faith and for the benefit of Baptist.
9. Zurich breached this duty when it failed to inform Baptist that it also represented his employer as their workers' compensation insurance carrier.
10. The relationship between Baptist and the employer is adversarial and there is a conflict of interest on the part of Zurich.

11. Because the benefits of an award under the Virginia Workers' Compensation Act are significantly higher than the benefits under the policy, Zurich has a vested interest in discouraging its own insureds from pursuing claims they are lawfully entitled to under the Virginia Workers' Compensation Act.
12. Zurich conspired with Lasership to ensure that all employees of Lasership purchased Zurich's occupational accident insurance.
13. At the time Baptist purchased the policy, he was not aware of the conspiracy between Lasership and Zurich.

WHEREFORE the Plaintiff, Roberto Baptist, demands declaratory judgment against the Defendant, Zurich American Insurance Company enforcing the terms and conditions of the policy, attorney's fees pursuant to Virginia Code §38.2-209, and his costs expended in this action.

Roberto Baptist
By counsel:

A handwritten signature in black ink, appearing to read 'H. Hunter', is written over a horizontal line.

Horace F. Hunter, Esq.
VSB#44186
Hunter & Everage
217 East Clay Street
Richmond, Virginia 23219
(804)780-1235
(804)780-2355 fax
hfh@hunter-everage.com



Notice of Service of Process

A3M / ALL
Transmittal Number: 19393084
Date Processed: 02/21/2019

Primary Contact: Arnold D'Angelo
Zurich North America
1299 Zurich Way
Schaumburg, IL 60196-1056

Electronic copy provided to: Vicky Russell

Entity: Zurich American Insurance Company
Entity ID Number 2746725

Entity Served: Zurich American Insurance Company

Title of Action: Roberto Baptist vs. Zurich American Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Richmond City Circuit Court, VA

Case/Reference No: CL19-868-3

Jurisdiction Served: Virginia

Date Served on CSC: 02/20/2019

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Horace F. Hunter
804-780-1235

Notes: The document matches the original document as received.

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COMMONWEALTH OF VIRGINIA



RICHMOND CITY CIRCUIT COURT
Civil Division
400 NORTH 9TH STREET
RICHMOND VA 23219

Summons

To: ZURICH AMERICAN INSURANCE
COMPANY, SERVE: CORPORATION
SERVICE COMPANY, REGISTERED
AGENT, 100 SHOCKOE SLIP 2ND FL
RICHMOND VA 23219

Case No. 760CL19000868-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Friday, February 15, 2019

Clerk of Court: EDWARD F JEWETT

by

A handwritten signature in black ink, appearing to be "E. Jewett", written over a horizontal line.

(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name:

HUNTER, HORACE F
217 EAST CLAY STREET
RICHMOND VA 23219
804.780.1235

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND.

ROBERTO BAPTIST,

Plaintiff,

v.

**ZURICH AMERICAN INSURANCE
COMPANY,**

Defendant.

) **Case No.:** *CL 19-868-3*
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Serve at:

**Corporation Services Company
100 Shockoe Slip, Second Floor
Richmond, VA 23219**

COMPLAINT

COMES NOW the Plaintiff, ROBERTO BAPTIST, (hereinafter "Baptist") and moves for declaratory judgment against Defendant, Zurich American Insurance Company, (hereinafter "Zurich"), on the grounds set forth below:

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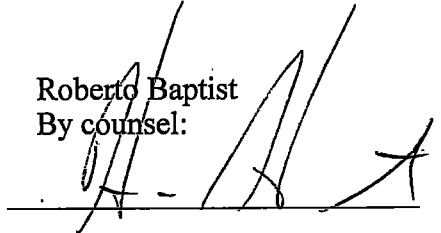
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WHEREFORE the Plaintiff, Roberto Baptist, demands declaratory judgment against the Defendant, Zurich American Insurance Company enforcing the terms and conditions of the policy, attorney's fees pursuant to Virginia Code §38.2-209, and his costs expended in this action.

Roberto Baptist
By counsel:



Horace F. Hunter, Esq.
VSB#44186
Hunter & Everage
217 East Clay Street
Richmond, Virginia 23219
(804)780-1235
(804)780-2355 fax
hfh@hunter-everage.com

City of Richmond

Circuit Court

Roberto Baptist
PLAINTIFF(S)

v./In re: Zurich American Insurance Company
DEFENDANT(S)

I, the undersigned ☐ plaintiff ☐ defendant ☐ attorney for ☐ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- ☐ Claim Impleading Third Party Defendant
 - ☐ Monetary Damages
 - ☐ No Monetary Damages
- ☐ Counterclaim
 - ☐ Monetary Damages
 - ☐ No Monetary Damages
- ☐ Cross Claim
- ☐ Interpleader
- ☐ Reinstatement (other than divorce or driving privileges)
- ☐ Removal of Case to Federal Court

Business & Contract

- ☐ Attachment
- ☐ Confessed Judgment
- ☐ Contract Action
- ☐ Contract Specific Performance
- ☐ Detinue
- ☐ Garnishment

Property

- ☐ Annexation
- ☐ Condemnation
- ☐ Ejectment
- ☐ Encumber/Sell Real Estate
- ☐ Enforce Vendor's Lien
- ☐ Escheatment
- ☐ Establish Boundaries
- ☐ Landlord/Tenant
 - ☐ Unlawful Detainer
- ☐ Mechanics Lien
- ☐ Partition
- ☐ Quiet Title
- ☐ Termination of Mineral Rights

Tort

- ☐ Asbestos Litigation
- ☐ Compromise Settlement
- ☐ Intentional Tort
- ☐ Medical Malpractice
- ☐ Motor Vehicle Tort
- ☐ Product Liability
- ☐ Wrongful Death
- ☐ Other General Tort Liability

ADMINISTRATIVE LAW

- ☐ Appeal/Judicial Review of Decision of (select one)
 - ☐ ABC Board
 - ☐ Board of Zoning
 - ☐ Compensation Board
 - ☐ DMV License Suspension
 - ☐ Employee Grievance Decision
 - ☐ Employment Commission
 - ☐ Local Government
 - ☐ Marine Resources Commission
 - ☐ School Board
 - ☐ Voter Registration
 - ☐ Other Administrative Appeal

DOMESTIC/FAMILY

- ☐ Adoption
 - ☐ Adoption – Foreign
- ☐ Adult Protection
- ☐ Annulment
 - ☐ Annulment – Counterclaim/Responsive Pleading
- ☐ Child Abuse and Neglect – Unfounded Complaint
- ☐ Civil Contempt
- ☐ Divorce (select one)
 - ☐ Complaint – Contested*
 - ☐ Complaint – Uncontested*
 - ☐ Counterclaim/Responsive Pleading
 - ☐ Reinstatement – Custody/Visitation/Support/Equitable Distribution
- ☐ Separate Maintenance
 - ☐ Separate Maintenance Counterclaim

WRITS

- ☐ Certiorari
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prohibition
- ☐ Quo Warranto

PROBATE/WILLS AND TRUSTS

- ☐ Accounting
- ☐ Aid and Guidance
- ☐ Appointment (select one)
 - ☐ Guardian/Conservator
 - ☐ Standby Guardian/Conservator
 - ☐ Custodian/Successor Custodian (UTMA)
- ☐ Trust (select one)
 - ☐ Impress/Declare/Create
 - ☐ Reformation
- ☐ Will (select one)
 - ☐ Construe
 - ☐ Contested

MISCELLANEOUS

- ☐ Amend Death Certificate
- ☐ Appointment (select one)
 - ☐ Church Trustee
 - ☐ Conservator of Peace
 - ☐ Marriage Celebrant
- ☐ Approval of Transfer of Structured Settlement
- ☐ Bond Forfeiture Appeal
- ☒ Declaratory Judgment
- ☐ Declare Death
- ☐ Driving Privileges (select one)
 - ☐ Reinstatement pursuant to § 46.2-427
 - ☐ Restoration – Habitual Offender or 3rd Offense
- ☐ Expungement
- ☐ Firearms Rights – Restoration
- ☐ Forfeiture of Property or Money
- ☐ Freedom of Information
- ☐ Injunction
- ☐ Interdiction
- ☐ Interrogatory
- ☐ Judgment Lien-Bill to Enforce
- ☐ Law Enforcement/Public Official Petition
- ☐ Name Change
- ☐ Referendum Elections
- ☐ Sever Order
- ☐ Taxes (select one)
 - ☐ Correct Erroneous State/Local
 - ☐ Delinquent
- ☐ Vehicle Confiscation
- ☐ Voting Rights – Restoration
- ☐ Other (please specify)

☐ Damages in the amount of \$ are claimed.

02/14/2019

DATE

Horace F. Hunter, Esq.

PRINT NAME

217 East Clay Street, Richmond, VA 23219

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

804-780-1235

hfh@hunter-everage.com

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

☐ PLAINTIFF

☐ DEFENDANT

☒ ATTORNEY FOR

☒ PLAINTIFF
☐ DEFENDANT

***"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.